

EXHIBIT C

From: Manning, Susan Baker
Sent: Wednesday, September 14, 2011 11:17 AM
To: 'Lu, Sam'
Cc: Somait, Lina; zzm google/skyhook (ext)
Subject: RE: Skyhook v. Google -- Indefiniteness/claim construction briefing

Dear Sam --

I do not believe this is news. We have been telling Skyhook for some time that the limitations are indefinite and would be presented to the Court for her determination on that point as part of the claim construction process. That is exactly what we are doing. No matter what the caption says, the issue is the same: are the terms amenable to claim construction or are they not? If the latter, they are indefinite. *See, e.g., Praxair, Inc. v. ATMI, Inc.*, 543 F.3d 1306, 1319 (Fed. Cir. 2008) ("Indefiniteness is a matter of claim construction, and the same principles that generally govern claim construction are applicable to determining whether allegedly indefinite claim language is subject to construction."); *Personalized Media Commc'ns, LLC v. Int'l Trade Comm'n*, 161 F.3d 696, 705 (Fed. Cir. 1998) ("A determination of claim indefiniteness is a legal conclusion that is drawn from the court's performance of its duty as the construer of patent claims.").

We do not agree that it would be necessary or appropriate to increase the page limitations, or to go outside the evidence identified to date, particularly because we provided our indefiniteness positions along with claim constructions throughout the normal process. The procedural posture does not alter the underlying substantive issues properly raised only during claim construction. Nevertheless I note the reservation of rights you articulate below. If after reviewing the papers, Skyhook believes that some deviation from the previously-agreed process for presenting the meaning of claim terms (or lack thereof) to the Court is warranted, please give me a call to discuss.

regards,
Susan

From: Lu, Sam [mailto:SLu@irell.com]
Sent: Wednesday, September 14, 2011 10:50 AM
To: Manning, Susan Baker
Cc: Somait, Lina; zzm google/skyhook (ext)
Subject: RE: Skyhook v. Google -- Indefiniteness/claim construction briefing

Dear Susan,

The briefs are due today. It's far too late to be telling us that Google will also be filing a motion for summary judgment with the claim construction brief.

Skyhook therefore reserves the right to seek an increased page limit insofar as Google's discussions with Skyhook on the page limit stipulation (filed yesterday) mentioned nothing about a concurrent motion for summary judgment. Skyhook also reserves the right to oppose the motion with new argument and additional intrinsic or extrinsic evidence (whether previously disclosed or not) to respond to Google's arguments. This includes but is not limited to law and argument regarding the summary judgment standard and responses as well as evidence rebutting Google's substantive arguments regarding indefiniteness (which have not been fully disclosed). Skyhook reserves all other rights available to it, including the right to challenge this motion as procedurally improper.

Sam

From: Manning, Susan Baker [mailto:susan.manning@bingham.com]
Sent: Wednesday, September 14, 2011 5:53 AM
To: Lu, Sam

9/28/2011

Cc: Somait, Lina; zzm google/skyhook (ext)
Subject: Skyhook v. Google -- Indefiniteness/claim construction briefing

Dear Sam --

I wanted to close the loop on the presentation of the indefiniteness arguments that we plan on making to Judge Zobel in the claim construction context. As we have discussed on several occasions, and as of course set out in our invalidity contentions as well as our claim construction disclosures, Google believes that numerous limitations are indefinite, and the patents-in-suit therefore invalid. We're including those issues in the briefing to be submitted later today. Skyhook has made clear that it disagrees and intends to argue to the Court that all of the limitations we have pointed out as indefinite are, in fact, definite and can be construed if necessary.

We intend to style our brief today as a motion for summary judgment of indefiniteness and, in the alternative, a claim construction brief. (In the alternative because if the Court agrees with us on the indefiniteness issues it need not reach the other terms presented for construction.) We think it makes sense to put indefiniteness in the concrete context of a summary judgment motion because the necessary consequence of the argument is that all claims of all patents-in-suit are invalid, and we want to make sure the Court has the issues in the appropriate procedural context.

We've had a number of exchanges on the indefiniteness/invalidity issues, and I gather that Skyhook's views have not changed. Google certainly feels strongly that the claims are indefinite. That said, if you think it would be productive to discuss these issues further, please don't hesitate to give me a call.

best regards,

Susan

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9/28/2011
